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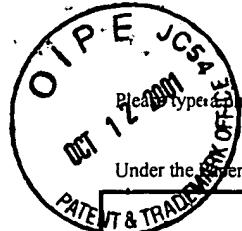
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10-15-01

DAc/DP

PTO/SB/21 (6/98)

Approved for use through 9/30/2000. OMB 0651-0031

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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TRANSMITTAL FORM

(To be used for all correspondence after initial filing)

Total Number of Pages in this Submission:

Application No. 09/901,954

Filing Date July 10, 2001

First Named Inventor James Templeton

Group Art Unit 2164

Examiner Name

Attorney Docket No. PAY00-003

ENCLOSURES (check all that apply)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Fee Transmittal Form
<input checked="" type="checkbox"/> Fee attached | <input type="checkbox"/> Assignment Papers for an application
<input type="checkbox"/> Drawing(s)
<input type="checkbox"/> Licensing-related Papers
<input checked="" type="checkbox"/> Petition under 37 CFR § 1.47(a)
<input type="checkbox"/> Petition to Convert to a Provisional Application
<input type="checkbox"/> Power of Attorney by Assignee, with Revocation of Former Powers
<input type="checkbox"/> Change of Correspondence Address
<input type="checkbox"/> Terminal Disclaimer
<input type="checkbox"/> Small Entity Statement
<input type="checkbox"/> Request for Refund | <input type="checkbox"/> After-Allowance Communication to Group
<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Status Letter
<input checked="" type="checkbox"/> Additional Enclosure(s):
<input checked="" type="checkbox"/> Return Receipt Postcard
<input checked="" type="checkbox"/> Check for \$ <u>130.00</u> |
|--|--|---|

Remarks:

Enclosed, in support of the Petition under 37 CFR 1.47(a), are a Statement by the Attorney of Record, a copy of the refusing inventor's invention assignment agreement, evidence of his refusal to sign and a copy of the signing inventor's Declaration.

No Notice to File Missing Parts was received for this application.

SIGNATURE OF APPLICANT, ATTORNEY OR AGENT

Name	Daniel E. Vaughan (Registration No. 42,199)	Date	October 12, 2001
Signature		Telephone	650/474-1973
Address	702 Marshall Street, Suite 310, Redwood City, CA 94063	Facsimile	650/474-1976

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U. S. Postal Service as Express Mail (No. EL 856 142 562 US) or
 First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on: October 12, 2001

Type or Printed Name	Daniel E. Vaughan	Signature	
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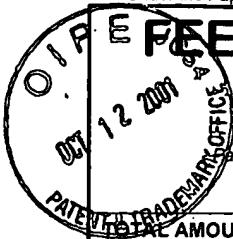
Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Petitions, Washington, DC 20231.

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FEET TRANSMITTAL for FY 2002

Patent fees are subject to annual revision.

TOTAL AMOUNT OF PAYMENT (\$ 130)

Complaint if Known	
Application Number	09/901,954
Filing Date	July 10, 2001
First Named Inventor	James Templeton
Examiner Name	
Group Art Unit	2164
Attorney Docket No.	

METHOD OF PAYMENT (check one)

- The Commissioner is hereby authorized to charge indicated fees and credit any overpayment to:

Deposit Account Number 50-1801
Deposit Account Name Park, Vaughan & Fleming LLP

- Charge any Additional Fee Required Under 37 CFR 1.16 and 1.17
 Applicant claims small entity status. See 37 CFR 1.27

2. Payment Enclosed:

- Check Credit card Money Other Order

FEE CALCULATION

1. BASIC FILING FEE

Large Entity Small Entity

Fee Code (\$)	Fee Code (\$)	Fee Description	Fee Paid
101	740	201 370 Utility filing fee	
106	330	206 165 Design filing fee	
107	510	207 255 Plant filing fee	
108	740	208 370 Reissue filing fee	
114	160	214 80 Provisional filing fee	

SUBTOTAL (1) (\$ 0)

2. EXTRA CLAIM FEES

Total Claims	Extra Claims	Fee from below	Fee Paid
	-20** =	X	
Independent Claims	-3 ** =	X	

Multiple Dependent

** or number previously paid, if greater; For Reissues, see below

Large Entity Small Entity

Fee Code (\$)	Fee Code (\$)	Fee Description
103	18	203 9 Claims in excess of 20
102	84	202 42 Independent claims in excess of 3
104	280	204 140 Multiple dependent claim, if not paid
109	84	209 42 ** Reissue independent claims over original patent
110	18	210 9 ** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2) (\$ 0)

3. ADDITIONAL FEES

Large Entity Small Entity

Fee Code (\$)	Fee Code (\$)	Fee Description	Fee Paid
105	130	205 65 Surcharge – late filing fee or oath	
127	50	227 25 Surcharge – late provisional filing fee or cover sheet	
139	130	139 130 Non-English specification	
147	2520	147 2520 For filing a request for ex parte reexamination	
112	920*	112 920* Requesting publication of SIR prior to Examiner action	
113	1840*	113 1840* Requesting publication of SIR after Examiner action	
115	110	215 55 Extension for reply within first month	
116	400	216 200 Extension for reply within second month	
117	920	217 460 Extension for reply within third month	
118	1440	218 720 Extension for reply within fourth month	
128	1960	228 980 Extension for reply within fifth month	
119	320	219 160 Notice of Appeal	
120	320	220 160 Filing a brief in support of an appeal	
121	280	221 140 Request for oral hearing	
138	1510	138 1510 Petition to institute a public use proceeding	
140	110	240 55 Petition to revive – unavoidable	
141	1280	241 640 Petition to revive – unintentional	
142	1280	242 640 Utility issue fee (or reissue)	
143	460	243 230 Design issue fee	
144	620	244 310 Plant issue fee	
122	130	122 130 Petitions to the Commissioner	130
123	50	123 50 Petitions related to provisional applications	
126	180	126 180 Submission of Information Disclosure Stmt	
581	40	581 40 Recording each patent assignment per property (times number of properties)	
146	740	246 370 Filing a submission after final rejection (37 CFR 1.129(a))	
149	740	249 370 For each additional invention to be examined (37 CFR 1.129(b))	
179	740	279 370 Request for Continued Examination (RCE)	
169	900	169 900 Request for expedited examination of a design application	
Other fee (specify)			

* Reduced by Basic Filing Fee Paid

SUBTOTAL (3)

(\$ 130)

SUBMITTED BY

Name (Print/Type)	Daniel E. Vaughan	Registration No. (Attorney/Agent)	42,199	Complete (if applicable)
Signature		Date	October 12, 2001	

WARNING:

Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Templeton, *et al.*
 Application No. : 09/901,954
 Filed : July 10, 2001
 Docket : PAY00-003
 Title : System and Method for Verifying a Financial Instrument
 Group/Art Unit : 2164
 Examiner : *Not Assigned*

PETITION UNDER 37 CFR § 1.47(a)

Assistant Commissioner for Patents
 Box: DAC
 Washington, D.C. 20231

Sir:

Joint inventor James Templeton, and the Assignee of the subject invention, hereby petition for 37 C.F.R. § 1.47(a) status on behalf of Mr. Templeton and Sanjay Bhargava, a named joint inventor who has refused to execute an Oath or Declaration for the invention. Mr. Bhargava's last known address is 188 Fleetwood Drive, San Carlos, CA 94070.

In support of this petition, a copy of the Combined Declaration and Power of Attorney executed by Mr. Templeton is enclosed (the original was filed with the application). Also enclosed are a statement by the Attorney of Record and a copy of an Invention Assignment Agreement between Mr. Bhargava and his employer PayPal, Inc. (successor to X.Com Corporation).

10/16/2001 AWONDAF1 00000147 09901954

01 FC:122 130.00 OP
 10/16/2001 PAYPAL 00000012 501001 09901954
 130.00 OP

Respectfully submitted,

Dated: October 12, 2001

by: Daniel E. Vaughan 42,199
 Daniel E. Vaughan (Registration No.)

Park, Vaughan & Fleming LLP
 702 Marshall Street
 Suite 310
 Redwood City, CA 94063
 (650) 474-1973



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Attorney's Docket No.: PAY00-003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Templeton, *et al.*
 Application No. : 09/901,954
 Filed : July 10, 2001
 Docket : PAY00-003
 Title : System and Method for Verifying a Financial Instrument
 Group/Art Unit : 2164
 Examiner : *Not Assigned*

STATEMENT IN SUPPORT OF PETITION UNDER 37 CFR 1.47(a)

Assistant Commissioner for Patents
 Box: DAC
 Washington, D.C. 20231

Sir:

I, Daniel E. Vaughan, Attorney of Record for the subject patent application, hereby declare that:

1. This declaration is intended to establish that Sanjay Bhargava, a named joint inventor of the invention claimed in the subject patent application, has refused to sign a Combined Declaration and Power of Attorney for the application.

2. Mr. Bhargava recently left the employment of PayPal, Inc. (successor to X.Com Corporation), the Assignee of the subject patent application.

3. On June 11, 2001, I forwarded a copy of the patent application to Mr. Bhargava for his review, with a Combined Declaration and Power of Attorney form for his signature.

4. On June 12, 2001, I received an electronic mail message from Mr. Bhargava in which he stated he could not sign the Combined Declaration and Power of Attorney until he received compensation for stock options that had not vested before his employment ended. A copy of this electronic mail message is enclosed.

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5. On October 11, 2001, I contacted Mr. Bhargava via telephone and once more requested that he execute a Combined Declaration and Power of Attorney. He again refused.

Based on the foregoing facts, I conclude that Mr. Bhargava refuses to sign a Combined Declaration and Power of Attorney for the subject patent application.

I further declare that all statements made herein of my own knowledge are true, and that all statements made upon information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine, imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the above-identified patent application or any patent issuing thereon.

Respectfully submitted,

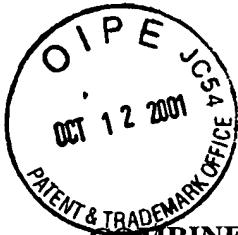
Dated: October 12, 2001

by: Daniel E. Vaughan 42,199
Daniel E. Vaughan (Registration No.)

Park, Vaughan & Fleming LLP
702 Marshall Street
Suite 310
Redwood City, CA 94063
(650) 474-1973



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3

Attorney Docket No. PAY00-003

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below by my name;

I believe I am the original, first and sole inventor, if only one name is listed below, or an original, first and joint inventor if multiple names are listed below, of the subject matter which is claimed and for which a patent is sought on the invention entitled:

SYSTEM AND METHOD FOR VERIFYING A FINANCIAL INSTRUMENT

for which a patent application:

is attached hereto.

was filed in the United States on _____ as Application No. _____;
 with amendment(s) filed on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the application identified above, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information known to me to be material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56, which states in relevant part:

Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section.... The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office....

I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d), of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

EARLIEST FOREIGN APPLICATION(S), IF ANY, FILED PRIOR TO THE FILING DATE OF THE APPLICATION			
APPLICATION NUMBER	COUNTRY	DATE OF FILING (Day, Month, Year)	PRIORITY CLAIMED
			YES <input type="checkbox"/> NO <input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code, §119(e), of any United States provisional application(s) listed below:

PROVISIONAL APPLICATION NUMBER	DATE OF FILING
60/217,243	July 10, 2000
60/217,202	July 10, 2000

I hereby claim the benefit under Title 35, United States Code, §120, of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose information that is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56, which became available between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION NUMBER	DATE OF FILING	STATUS		
		PATENTED	PENDING	ABANDONED

RECEIVED

Attorney Docket No. PAY00-003

I hereby appoint Daniel E. Vaughan (Reg. No. 42,199), A. Richard Park (Reg. No. 41,241), Hoyt Fleming (Reg. No. 41,752) and Edward Grundler, (Reg. No. 47,615) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and transact all business in connection with international applications directed to said invention.

Address correspondence to:

Park, Vaughan & Fleming LLP
702 Marshall Street, Suite 310
Redwood City, CA 94063



Direct telephone calls to:

Daniel Vaughan
(650) 474-1973

22200
PATENT TRADEMARK OFFICE

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

1	Name and Citizenship	James E. Templeton	United States
	Residence Address	2909 Postwood Drive, San Jose, CA 95132	
	Postal Address (if different from Residence)	Same as Residence	
	Signature and Date	<i>James E. Templeton</i>	Date <u>7/3/2001</u>
2	Name and Citizenship	Sanjay Bhargava	India
	Residence Address	188 Fleetwood Drive, San Carlos, CA 94070	
	Postal Address (if different from Residence)	Same as Residence	
	Signature and Date		
3	Name and Citizenship		
	Residence Address		
	Postal Address (if different from Residence)		
	Signature and Date		
4	Name and Citizenship		
	Residence Address		
	Postal Address (if different from Residence)		
	Signature and Date		

Additional inventor name(s) and signature(s) attached?: YES NO



**X.COM CORPORATION
CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) by X.Com Corporation, a Delaware corporation, or with any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or the duration of my employment relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."

2. **At-Will.** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

3. **Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of an officer of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours. I understand that "Confidential Information" includes, but is not limited to, information pertaining to any aspect of the Company's business which is either information not known by actual or potential competitors

of the Company or is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Former Employer Information.** I represent that my performance of all terms of this Agreement as an employee of the Company have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

4. **Independence.** All representatives of the Company are required to act in a responsible and respectable manner and to remain free of influences that may result in the loss of objectivity regarding business conducted with the Company's customers or with the Company itself. I must disclose and avoid any interests or activities involving another organization or individual that may result in a conflict of interest between the Company and that organization or individual. Capitalizing on opportunities for personal gain or compensation outside of that provided by the Company in the performance of my relationship with the Company is strictly prohibited.

(a) **Non Solicitation of Customers:** During my relationship with the Company and for one year after its termination, expiration or cancellation, I shall not provide or offer to provide services, other than through the Company, to any customer of the Company in connection with any Engagement(s) with respect to which I provided Services hereunder.

(b) **Gifts:** I agree not to solicit gifts from prospective or current customers, associates, or any other individual or business. Any gifts received shall be of nominal value. Nominal value is considered to be anything below \$50.00.

(c) **Other Solicitation:** At no time will I solicit other employees, customers or agents of the Company for political contributions or coerce others into contributing to any organization. Conduct must not give the perception that benefits to the Company or connections are sought or desired. Additionally, offers of directorship to any outside organization that has or

desires a business relationship with the Company, or to any institution within the financial industry, must be reported to the President and/or the board of directors prior to acceptance.

5. Inventions.

(a) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, I shall diligently and in good faith assist the Company to obtain under the best possible terms a non-exclusive, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by the Company (collectively referred to as "Inventions"), except as provided in Section 4(e) below.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

(d) Patent and Copyright Rights. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights

and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright registration covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870.

I will advise the Company promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

6. **Returning Company Documents.** I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that to any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

7. **Notification to Other Parties.**

Employees. In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations

8. **Solicitation of Employees, Consultants and Other Parties.** I agree that during the term of my Relationship with the Company, and for a period of twelve (12) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with

the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twelve (12) months following termination of my Relationship with the Company for any reason, with or without cause, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my Relationship with the Company.

9. Representations and Covenants.

(a) Facilitation of Agreement. I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) Conflicts. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.

(c) Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

10. General Provisions.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by a nationally- or (where relevant) internationally-recognized delivery service (such as Federal Express or UPS), or forty-eight (48) hours after being deposited in the U.S. mail or ninety-six (96) hours for international mails as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

(d) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(d) **Successors and Assigns.** This Agreement will be binding upon and be for the benefit of each such party's administrators, assigns, executors, heirs, successors and other legal representatives.

(e) **Survival.** The provisions of this Agreement shall survive the assignment of this Agreement by the Company to any successor in interest or other assignee and the provisions in Sections 3, 4, 6, 7, and 9 shall survive the termination of the Relationship.

(f) **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

X.COM CORPORATION

S. G. S.
Signature

By: Sanjay Bhargava

Title: Dir. HR

Date: 5/1/00

Address: 394 University Avenue
Palo Alto, CA 94301

EMPLOYEE:

Bhargava
Signature

SANJAY BHARGAVA

Printed Name

Date: 13 April, 2000

Address: 394 University Ave
Palo Alto, CA

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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None

No inventions or improvements

Additional Sheets Attached

Signature of Employee: Bhargava

Print Name of Employee: SANJAY BHARGAVA

Date: 13 April, 2000